

CUSTOMER AGREEMENT

DEVINSIDERCODE Corporation (hereinafter "Devinsidercode") and CLIENT agree to include the conversion of data from Client's present software to a format and media that will operate on the EyeSync Software

1. DEFINITION: Data conversion (hereinafter "Conversion") is defined as the transfer of certain data elements, as defined herein, from Client's prior software system to a format and media that is compatible with MaximEyes Software.

2. Devinsidercode's RESPONSIBILITIES: For the price included in Section 1 of the Agreement, Devinsidercode will use commercially reasonable efforts to do a Conversion of Client supplied data, as defined herein, and load the converted data onto the MaximEyes Software licensed to Client in the Agreement. In the event that any of the data elements defined in Section 5 of this Addendum cannot be converted from Client's prior software, Devinsidercode will notify Client prior to the installation of the Conversion onto Software. Devinsidercode assumes no responsibility for the accuracy of any data provided by Client or its representatives. Devinsidercode will not be responsible for dates that have been converted over from non Y2K compliant DOS machines.

3. CLIENTRESPONSIBILITIES: Client will provide Devinsidercode with both test data and final data encrypted to be converted along with supporting software as follows: Client will first provide Devinsidercode with an encrypted electronic back-up of all application software, including supporting components, from Client's prior software system, along with test data from the files to be converted. Following Devinsidercode's evaluation of the test data, Client will provide Devinsidercode with a second set of encrypted data that includes complete files to be converted. All data must be provided to Devinsidercode on one of the following media: DVD, CD, or Flash Drive. It is the Client's sole responsibility to ensure encryption and the quality and accuracy of data from Client's prior software and that such data is readable on the media provided to Devinsidercode. Devinsidercode will contact Client's ofDevinsidercodee to obtain the password that is needed to decrypt the encrypted data files. Important: Please do not include the password with the media that is sent to Devinsidercode.

4. CONVERSIONTIMELINE: Client will send the encrypted test data to Devinsidercode immediately upon execution of this Agreement. Devinsidercode will notify Client of any irregularities in the encrypted test data within ten working days of its receipt. Properly formatted and readable final data that includes the complete data files to be converted must be received by Devinsidercode at least ten (10) business days

(excluding weekends) prior to the Client's GO LIVE date on EyeSync.

5. CONVERTEDDATAELEMENTS:Devinsidercodewill use commercially reasonable efforts to convert the following data elements as part of a standard Conversion at the price listed in Section 1 of the Agreement. The conversion of additional data elements will incur an additional charge to Client. If Client requests the conversion of additional data elements that are not defined in Section 5 of this Addendum, Devinsidercode will review Client's requested data elements and will notify Client prior to the installation of the Conversion onto Software if Devinsidercode cannot convert data elements.

| # | Type Data |
|----|-------------------------------|
| 1 | Old Patient ID |
| 2 | Last Name |
| 3 | First Name |
| 4 | Middle Initial |
| 5 | Suffix (e.g. Jr., Sr.) |
| 6 | Salutation (e.g. Mrs.) |
| 7 | Patient Street Address Line 1 |
| 8 | Patient Street Address Line 2 |
| 9 | City |
| 10 | State |
| 11 | Zip Code |
| 12 | HomeTelephone Number |
| 13 | WorkTelephone Number |
| 14 | Cell Number |
| 15 | Email Address |
| 16 | Date of Birth |
| 17 | Gender |
| 18 | Social Security Number |

| | |
|----|--------------------------------------|
| 19 | Account Responsibility |
| 20 | Assigned Doctor (Name OR Code) |
| 21 | ICD-9 Diagnosis |
| 22 | Last Exam Date |
| 23 | Annual Recall Date |
| 24 | Recall reason |
| 25 | Primary Insurance Company |
| 26 | Primary Insurance ID |
| 27 | Secondary Insurance Company |
| 28 | Secondary Insurance ID |
| 29 | Tertiary Insurance Company |
| 30 | Tertiary Insurance ID |
| 31 | Employer |
| 32 | Occupation |
| 33 | Date of First Visit or Creation Date |
| 34 | Optical Rx data |
| 35 | EHRDATA(if accessible) |

**DEVINSIDERCORP.
BUSINESS ASSOCIATE AGREEMENT
FOR COVERED ENTITY**

This Business Associate Agreement (“Agreement”) is entered into as of [Date], by and between [Covered Entity Name], whose business address is [Covered Entity Address] (“Covered Entity”), and DEVINSIDERCORP., whose business address is 6742 5th Avenue, 2F, Brooklyn, NY 11220 (“Business Associate”).

WHEREAS, Business Associate specializes in providing electronic health records (EHR), practice management solutions, and revenue cycle management services (collectively referred to as the “Services”); and

WHEREAS, Covered Entity intends to engage, or has already engaged, Business Associate to provide such Services in compliance with applicable federal and state laws governing protected health information (PHI),

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth in this Agreement, the parties agree as follows:

a. Agent.

“Agent” refers to an individual or entity acting on behalf of another party as defined by federal common law.

b. Breach.

“Breach” has the same meaning as defined in 45 CFR §164.402.

c. Business Associate.

“Business Associate” refers to Health Unit-X Corporation.

d. Covered Entity.

“Covered Entity” means the organization identified in the first paragraph of this Agreement on page 1.

e. Data Aggregation.

“Data Aggregation” means the same as defined in 45 CFR §164.501.

f. Designated Record Set.

“Designated Record Set” has the same meaning as defined in 45 CFR §164.501.

g. Disclosure.

“Disclosure” and “Disclose” have the same meaning as defined in 45 CFR §160.103.

h. Electronic Health Record.

“Electronic Health Record” has the meaning as defined in Section 13400 of the HITECH Act.

i. Health Care Operations.

“Health Care Operations” has the same meaning as defined in 45 CFR §164.501.

j. HIPAA Rules.

“HIPAA Rules” refer to the Privacy, Security, Breach Notification, and Enforcement Rules codified in 45 CFR Part 160 and Part 164.

k. HITECH Act.

“HITECH Act” refers to the Health Information Technology for Economic and Clinical Health Act, part of the American Recovery and Reinvestment Act of 2009 (ARRA), specifically Title XIII, Subtitle D—Privacy.

I. Individual.

“Individual” has the same meaning as defined in 45 CFR §160.103, including personal representatives as outlined in 45 CFR §164.502(g).

m. Minimum Necessary.

“Minimum Necessary” refers to the standards described in 45 CFR §164.502(b) and §164.514(d)(1).

n. Privacy Rule.

“Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information codified in 45 CFR Part 160 and Part 164, Subparts A and E.

o. Protected Health Information (PHI).

“Protected Health Information” has the meaning defined in 45 CFR §160.103 and is limited to the data created, received, maintained, or transmitted by the Business Associate on behalf of the Covered Entity.

p. Required By Law.

“Required By Law” has the meaning as defined in 45 CFR §164.103.

q. Secretary.

“Secretary” refers to the Secretary of the Department of Health and Human Services or their designee.

r. Security Incident.

“Security Incident” has the meaning as defined in 45 CFR §164.304.

s. Security Rule.

“Security Rule” refers to the Standards for the Security of Electronic Protected Health Information codified in 45 CFR Part 160 and Part 164, Subparts A and C.

t. Subcontractor.

“Subcontractor” refers to any person or entity that creates, receives, maintains, or transmits Protected Health Information on behalf of a Business Associate, as defined in 45 CFR §160.103.

u. Subject Matter.

“Subject Matter” refers to compliance with the HIPAA Rules and the HITECH Act.

v. Unsecured Protected Health Information.

“Unsecured Protected Health Information” has the meaning as defined in 45 CFR §164.402.

w. Use.

“Use” has the meaning as defined in 45 CFR §164.103.

2. Obligations and Activities of Business Associate

a. Business Associate agrees not to use or disclose Protected Health Information (PHI) except as permitted by this Agreement or as required by applicable law.

b. Business Associate will implement and maintain administrative, physical, and technical safeguards to prevent unauthorized use or disclosure of PHI. These safeguards must comply with the Security Rule and ensure the confidentiality, integrity, and availability of electronic PHI in accordance with Section 13401 of the HITECH Act.

c. Business Associate will promptly mitigate, to the extent practicable, any known harmful effect resulting from unauthorized use or disclosure of PHI. Business Associate also agrees to notify Covered Entity of any unauthorized use or disclosure of PHI, as specified in this Agreement.

d. Business Associate will report to Covered Entity any Security Incidents, including data breaches or compromises, involving PHI—whether secured or unsecured—that come to its attention.

e. In the event of a breach involving Unsecured PHI, Business Associate agrees to notify Covered Entity within ten (10) business days of discovering the breach. For all other compromises or attempted compromises of PHI, the report must be made within twenty (20) business days. Business Associate shall also provide any information necessary for Covered Entity to comply with Section 13402 of the HITECH Act.

f. If Business Associate acts as an Agent of Covered Entity, it must report any breach of Unsecured PHI immediately upon discovery, but no later than one (1) business day. Any other compromise or attempted compromise of PHI must be reported to Covered Entity within ten (10) business days of discovery.

g. Business Associate will ensure that any Subcontractor who receives PHI agrees to adhere to the same restrictions and obligations set forth in this Agreement. Business Associate must establish written agreements with such Subcontractors, consistent with §164.504(e)(2) and Section 13405(b) of the HITECH Act. Copies of these agreements must be provided to Covered Entity within ten (10) business days of a written request.

h. Business Associate agrees to provide access to Protected Health Information (PHI) contained in a Designated Record Set upon the written request of Covered Entity. Such access shall be provided during regular business hours and in compliance with 45 CFR §164.524, provided that Covered Entity submits a written notice at least three (3) business days in advance.

Furthermore, if Business Associate maintains or controls access to PHI within an Electronic Health Record (EHR) or any other electronic format, it agrees to grant similar access to enable Covered Entity to fulfill its obligations under the HIPAA Rules and Section 13405(c) of the HITECH Act.

This obligation does not apply in instances where Business Associate, its employees, or its Subcontractors do not maintain or have access to PHI within the Designated Record Set of Covered Entity.

i. Business Associate agrees to make amendments to Protected Health Information (PHI) within a Designated Record Set as directed by Covered Entity or agreed upon with an Individual, in compliance with 45 CFR §164.526. This obligation does not apply if Business Associate, its employees, or Subcontractors do not maintain PHI in a Designated Record Set belonging to Covered Entity.

j. Unless prohibited by law, Business Associate agrees to provide Covered Entity or the Secretary of Health and Human Services access to internal practices, books, records, and policies (collectively, "Compliance Information") related to the use, disclosure, and protection of PHI. This access is for verifying compliance with HIPAA Rules and the HITECH Act. Business Associate further agrees, upon request, to provide Covered Entity with evidence demonstrating ongoing compliance with this Agreement. Requests must be fulfilled within a reasonable timeframe, but no later than five (5) business days after receiving the request, unless otherwise required by the Secretary.

k. Business Associate agrees to maintain sufficient documentation of PHI disclosures to enable Covered Entity to respond to an Individual's request for an accounting of such disclosures, as required by 45 CFR §164.528.

l. Upon request by Covered Entity, Business Associate will provide documentation of PHI disclosures to allow Covered Entity to respond to an Individual's request for an accounting of disclosures under 45 CFR §164.528. This documentation shall be provided in a format specified by Covered Entity. Requests must be fulfilled within a reasonable timeframe, but no later than three (3) business days after receiving the request.

m. Except as specifically provided for in this Agreement, if Business Associate receives a direct request from an Individual for access, amendment, or accounting of PHI disclosures, Business Associate must redirect the Individual to Covered Entity.

n. If Business Associate performs any of Covered Entity's obligations under the HIPAA Rules, Business Associate must comply with all applicable requirements of those Rules as if it were the Covered Entity.

o. Business Associate agrees to honor all restrictions consistent with 45 CFR §164.522, including those restricting disclosures of PHI to a health plan when the Individual pays in full out of pocket for the healthcare item or service, as required by Section 13405(a) of the HITECH Act.

3. Permitted Uses and Disclosures by Business Associate

a. Except as otherwise restricted by this Agreement, Business Associate may use or disclose Protected Health Information (PHI) as necessary to perform its obligations to Covered Entity and fulfill the terms of this Agreement. Any such use or disclosure must comply with the Privacy Rule and the privacy provisions of the HITECH Act as if conducted by Covered Entity. All other uses or disclosures of PHI not explicitly authorized by this Agreement or specific instructions from Covered Entity are strictly prohibited.

b. Business Associate may use PHI for its proper management and administration or to fulfill its legal obligations, provided such use is not restricted by this Agreement.

c. Business Associate may disclose PHI for its proper management and administration if:

- The disclosure is required by law; or
- The recipient of the PHI provides reasonable assurances that the information will remain confidential, will be used or further disclosed only as required by law or for the purpose for which it was originally disclosed, and that any known breaches of confidentiality will be promptly reported to Business Associate.

d. Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted under 45 CFR §164.504(e)(2)(i)(B). Such services are limited to activities supporting Health Care Operations of Covered Entity and may not involve disclosing PHI to another covered entity unless that entity is the lawful originator or possessor of the PHI. Any unauthorized disclosure of PHI must be reported to Covered Entity immediately upon discovery and no later than three (3) business days thereafter.

e. Business Associate may use PHI to report violations of law to relevant federal or state authorities in compliance with §164.502(j)(1).

f. All uses, disclosures, and requests for PHI by Business Associate must adhere to the Minimum Necessary principle, as defined in this Agreement.

4. Obligations and Activities of Covered Entity

a. Covered Entity shall notify Business Associate of any provisions or limitations in its notice of privacy practices under 45 CFR §164.520 that may affect Business Associate's use or disclosure of Protected Health Information (PHI).

b. Covered Entity shall inform Business Associate of any changes to or revocations of an Individual's permission to use or disclose PHI, to the extent such changes may impact Business Associate's authorized use or disclosure of PHI.

c. Covered Entity shall notify Business Associate of any restrictions to the use or disclosure of PHI that it has agreed to in accordance with 45 CFR §164.522 or is required to honor under Section 13405(a) of the HITECH Act, to the extent such restrictions may impact Business Associate's activities involving PHI.

d. Covered Entity shall inform Business Associate of any modifications to accounting disclosures of PHI required under 45 CFR §164.528 and Section 13405(c) of the HITECH Act, to the extent such changes may affect Business Associate's compliance.

e. Within thirty (30) business days of executing this Agreement, Covered Entity shall provide Business Associate with a detailed description or specification of the manner and format in which Business Associate must provide information to Covered Entity as required under paragraph 2(e) of this Agreement. Covered Entity reserves the right to modify these requirements, provided that:

- The modifications are necessary for compliance with HIPAA Rules or the HITECH Act; and
- Business Associate is given sixty (60) business days' notice before the modifications take effect.

f. Covered Entity shall also provide Business Associate with specifications on the manner and format of information required under paragraph 2(l) of this Agreement within thirty (30) business days of executing this Agreement. Similar to paragraph 4(e), Covered Entity may modify these requirements with sixty (60) business days notice, ensuring the modifications are reasonable and necessary for compliance with the HIPAA Rules or the HITECH Act.

g. Covered Entity shall not require Business Associate to use or disclose PHI in any manner that would be impermissible under the HIPAA Rules if performed directly by Covered Entity.

5. Term and Termination

a. Term.

The term of this Agreement begins on the effective date specified by Covered Entity on the signature page and continues until all Protected Health Information (PHI) provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is either returned to Covered Entity or destroyed. If returning or destroying the

PHI is infeasible, the protections outlined in this Agreement shall continue to apply to such PHI as specified in the termination provisions of this Agreement.

b. Termination for Cause by Covered Entity.

If Covered Entity becomes aware of a material breach of this Agreement by Business Associate, it will provide written notice to Business Associate, detailing the breach and allowing a reasonable opportunity to cure the breach or end the violation. If Business Associate fails to cure the breach, or if curing the breach is not feasible, Covered Entity may terminate this Agreement. In cases where neither termination nor cure is feasible, Covered Entity shall report the breach to the Secretary of Health and Human Services.

c. Termination for Cause by Business Associate.

If Business Associate becomes aware of a material breach of this Agreement by Covered Entity, it will provide written notice to Covered Entity, detailing the breach and allowing a reasonable opportunity to cure the breach or end the violation. If Covered Entity fails to cure the breach, or if curing the breach is not feasible, Business Associate may terminate this Agreement. In cases where neither termination nor cure is feasible, Business Associate shall report the breach to the Secretary of Health and Human Services.

d. Effect of Termination.

1. Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from, or created or received by Business Associate on behalf of, Covered Entity. This includes PHI in the possession of any Subcontractors. Business Associate shall not retain any copies of the PHI.
2. If Business Associate determines that returning or destroying PHI is infeasible, it shall notify Covered Entity of the specific conditions that make return or destruction infeasible within ten (10) business days of termination. In such cases, Business Associate agrees to:
 - Extend the protections of this Agreement to the retained PHI.
 - Limit further uses and disclosures of the retained PHI to those purposes that make return or destruction infeasible.
 - Maintain such protections for as long as the PHI is retained.

6. Entire Agreement

a. This Agreement constitutes the entire understanding between Covered Entity and Business Associate concerning the subject matter herein and supersedes all prior or contemporaneous written and oral agreements, communications, and understandings regarding this subject matter.

b. Any modification to this Agreement must be made in writing and signed by both Covered Entity and Business Associate to be effective.

c. All other agreements between Covered Entity and Business Associate that do not pertain to the subject matter of this Agreement remain valid and enforceable.

7. Governing Law

a. This Agreement, including the rights and obligations of the parties, shall be governed by and construed in accordance with applicable Federal law as it pertains to the subject matter of this Agreement. For matters related to contract formation and interpretation, the laws of the State of New York shall apply, without regard to its conflict of laws principles. The parties agree that any disputes arising under or in connection with this Agreement shall be adjudicated exclusively in a state court located in Kings County, New York, or in a Federal Court sitting in the Eastern District of New York, which shall serve as the proper forum for such cases.

b. Each party irrevocably consents to the jurisdiction of these courts and waives, to the fullest extent permitted by law, any defense of an inconvenient forum with respect to the maintenance of any suit, action, or proceeding in such courts. The parties also waive the right to object to the jurisdiction of these courts over such disputes.

8. Miscellaneous

a. Regulatory References.

Any reference in this Agreement to provisions of the Privacy Rule, Security Rule, or HITECH Act shall be interpreted to include the section as currently in effect or as subsequently amended.

b. Amendment.

The Parties agree to amend this Agreement as necessary to comply with any updates or changes to the Privacy Rule, Security Rule, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), or the HITECH Act, including any associated regulations.

c. Survival.

The rights and obligations of Business Associate under Section 5(d) of this Agreement shall survive its termination.

d. Interpretation.

Any ambiguity in this Agreement shall be interpreted to enable compliance with the Privacy Rule, Security Rule, HIPAA, and the HITECH Act, as well as their respective regulations.

e. Severability.

If any provision of this Agreement is deemed unlawful, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and be enforced as if the unlawful, void, or unenforceable provision was omitted.

f. Indemnification (Covered Entity).

Covered Entity agrees to indemnify and hold harmless Business Associate, its affiliates, ofDevisidercodeers, directors, members, employees, and agents from any fines, penalties, damages, claims, or expenses (including court costs and attorneys' fees) arising from:

- Violations of HIPAA, HIPAA regulations, or the HITECH Act by Covered Entity or its Workforce.
- Negligence or wrongful acts or omissions by Covered Entity or its Workforce that result in such violations.

g. Indemnification (Business Associate).

Business Associate agrees to indemnify and hold harmless Covered Entity, its affiliates, ofDevisidercodeers, directors, members, employees, and agents from any fines, penalties, damages, claims, or expenses (including court costs and attorneys' fees) arising from:

- Violations of HIPAA, HIPAA regulations, or the HITECH Act by Business Associate or its Workforce.
- Negligence or wrongful acts or omissions by Business Associate or its Workforce that result in such violations.

9. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same Agreement. Facsimile, scanned, or electronically authenticated signatures shall be deemed valid and enforceable in the same manner as original signatures.

THIS BUSINESS ASSOCIATE AGREEMENT HAS BEEN APPROVED AND ACCEPTED BY:

Authorized Representative of
DEVINSIDERCORP.

Authorized Representative of
[Covered Entity Name]

Date: _____

Date: _____